



**Terms & Conditions T&C- V030  
(Terms & Conditions for X-Power Service)**

**1) Your Acceptance**

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you"), a user of X-Power service ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

**2) Service Plan**

2.1 You shall use the following Service Plan as specified in the Sales and Services Agreement during the Term:

Service	Monthly Service Plan
X-Power (Phone version)	\$36
X-Power (Internet device version)	\$48

2.2 The Service Plan is charged on a monthly basis. The monthly charges are payable in advance and non-refundable under whatever circumstances.

2.3 In addition to service fees, use of this service will incur data charge. Local data will be charged at or deducted from the customer's subscribed price plan, whichever is applicable. Standard roaming data charges will apply while using this service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit [smartone.com/roamingdatapacken](http://smartone.com/roamingdatapacken) for details.

**3) X-Power Service**

3.1 The X-Power Service is only applicable to customers who have subscribed the Company's mobile phone or Internet device services for mobile network.

3.2 X-Power is a feature which enhances your Internet experience. The Company is not responsible for the content and services of external websites. The actual video experience depends on the website availability and its video content, device configuration and other factors.

3.3 You shall be solely responsible for your own submissions of sharing and the consequences of posting or publishing them through email or Facebook. Your submissions do not necessarily represent the views or opinions of the Service, and the Company makes no guarantees as to the validity, accuracy or legal status of any submissions.

Remember that the email or social networking service is created and maintained by other businesses and developers who are not part of the Service, so you should always make sure to read their terms of service and privacy policies.

3.4 You agree:

- a) to use the Service for personal and non-commercial use only;
- b) not to violate, reverse-engineer, duplicate, transfer, copy, distribute or otherwise tamper with any part of the Service for any reason or assist another person to do so.

3.5 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you.

- 3.6 The Service can only be used on Phones or Internet devices specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.
- 3.7 The Company will do its best to keep the Service safe, but the Company cannot guarantee it. The Company needs your help to do that, which includes the following commitments:
- a) You will not upload or otherwise share unauthorized commercial communications (such as spam) on the social networking, email and SMS via the Service.
  - b) You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without the Company's permission.
  - c) You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
  - d) You will not upload viruses or other malicious code.
  - e) You will not solicit login information or access an account belonging to someone else.
  - f) You will not bully, intimidate, or harass any user.
  - g) You will not share content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
  - h) You will not use the Service to do anything unlawful, misleading, malicious, or discriminatory.
  - i) You will not do anything that could disable, overburden, or impair the proper working of the Service, such as a denial of service attack.
  - j) You will not facilitate or encourage any violations of this statement.

#### **4) Intellectual Property rights**

- 4.1 The design of the Service along with any service features ("Applications") and the trademarks, service marks and logos contained therein ("Marks") are owned by the Company and is protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, you shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. You shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

#### **5) Privacy Policy**

- 5.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.
- 5.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

#### **6) Applicable Laws**

- 6.1 You shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 6.2 You expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company or relating in any way to the use of the Service.

#### **7) Limitation of Liability**

- 7.1 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by you, or any person arising (directly or indirectly) from or out of or relating to the Service.

**8) Advertisement**

- 8.1 You acknowledge and agree that the Service includes advertisement
  
- 8.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers on the Service.
  
- 8.3 The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by you as a result of an advertisement or any other information displayed in the Service. By using the Service, you expressly acknowledge and agree that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Service.
  
- 8.4 The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed your name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with you.
  
- 9) The Company reserves the right to revise the terms and conditions of the Service from time to time.